

3-0129

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THE MOUNTAIN LAKES POLICEMEN'S
1972 WAGE AND BENEFIT CONTRACT

THIS AGREEMENT, made and entered into this _____ day of
_____, 1972, by and between:

THE BOROUGH OF MOUNTAIN LAKES, a Municipal Corporation, in the County of Morris and State of New Jersey,

party of the first part, hereinafter
designated Mountain Lakes,
WANTED

AND :

MOUNTAIN LAKES POLICEMEN of the Borough of Mountain Lakes, in the County of Morris and State of New Jersey,

party of the second part, hereinafter designated Representative,

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 303 of
the Laws of 1968 of the State of New Jersey, the Representative
submitted itself on behalf of the Mountain Lakes Policemen of the
Borough of Mountain Lakes, exclusive of the Chief; and

WHEREAS, Mountain Lakes recognized the said Representative for patrolmen, sergeants and lieutenants, and a contract was negotiated.

NOW THEREFORE, in consideration for services performed by members of the Mountain Lakes Policemen of the Borough of Mountain Lakes, and the mutual covenants hereof, it is agreed as follows:

SECTION I. Term

The term of this Agreement shall be for the period January 1, 1972 to December 31, 1972, inclusive, only.

SECTION II. Applicability

The provisions of this Agreement shall apply only to full-time employees of the Mountain Lakes Police Department of Mountain Lakes, in the capacities as listed in Section III below.

SECTION III. Salary

The salaries for the Mountain Lakes Police Department for the term of this Agreement shall be as follows:

(a) Probationary - No experience \$ 7,500.00

Start WANTED. 8,200.00

Step 1 8,975.00

Step 2 9,575.00

Step 3 10,275.00

Step 4 11,075.00

(b) Sergeants

Step 1 11,775.00

Step 2 Freedom week. 12,275.00

(c) Lieutenants Just

Step 1 12,775.00

Step 2 13,375.00

(d) All step raises granted on anniversary date.

(e) Step equals one year's experience, not including probationary year.

The steps for Ptl. Valoroso and Ptl. McCoy on their anniversary date during 1972 only will be \$300.00.

SECTION IV. Excess Time Allowance

All members of the Mountain Lakes Police Department covered by this contract shall be entitled to an excess time allowance of twelve (12) days for Holidays. Payment will be made by the Borough of Mountain Lakes to all members of the Mountain Lakes Police Department on the second pay in the month of November, 1972.

SECTION V. Sick Leave

All regular full-time employees of the Borough of Mountain Lakes covered under this Agreement shall be entitled to sick leave. Periods of sick leave over ten (10) days will be continued after review and approval by the Mayor and Council.

SECTION VI. Vacation Time

All regular full-time employees under this Agreement shall be entitled to vacation with pay as follows:

- (a) Two weeks ~~within~~ one year's service by June 30.
- (b) Three weeks after five years service by June 30.
- (c) Four weeks after fifteen years service by June 30.

SECTION VII. Work Week and Over-time

(a) All regular full-time employees on an hourly basis on the Mountain Lakes Police Department working forty (40) hours in one calendar week based on four-week scheduling cycle.

(b) Regular policemen ~~will~~ be offered opportunity to work overtime before special or part-time policemen at the discretion of the Chief of Police.

(c) Policemen will be compensated for all overtime over fifty-nine (59) minutes. Pay will include first hour of overtime, pay will be based on straight time hourly wage.

SECTION VIII.

It is agreed that wherever practical officers will be scheduled on duty when they are expected to appear in court for a criminal or motor vehicle matter. It will be the intent of management to minimize off-duty court appearances.

SECTION IX. Grievance Procedure

(a) Definitions

(1) A "Grievance" is a claim by a Policeman, Sergeant or Lieutenant, or the Representative, the Borough Committee or the Chief of Police based upon the interpretation,

application or violation of this Agreement, or arising from a lack of equality in treatment of employment or promotion.

(2) An "aggrieved person" is the person or persons making the claim.

(3) A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

(4) "Policeman" is a full time officer, including ~~WANTED~~, a Sergeant or Lieutenant, in the Mountain Lakes Police Department.

(5) The P R & R Committee is the Representative's Committee on Professional Rights and Responsibilities.

(b) Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that ~~these proceedings~~ ^{and in all cases} will be kept as informal and confidential as may be appropriate at any level of the procedure.

(c) Grievance.

(1) Should any dispute or difference arise between the Borough and the Representative or its members as to the interpretation, application or operation of any provision of this Agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows: (unless any step thereof is waived by mutual consent)

FIRST: Between the grievant, with the P R & R representative from the P.B.A., and his attorney if he chooses, and the Chief of the Department within ten (10) days after the event giving rise to the grievance has occurred. The grievance

P R & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Borough Committee and the P R & R Committee and hold hearing promptly and shall issue his decision not later than 20 days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator ~~shall~~ ^{and} ~~not~~ be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Borough Committee and the Representative and shall be non-binding on the parties.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Borough Committee and the Representative. Any other expenses incurred shall be paid by the party incurring same.

SECTION X.

Blue Cross hospitalization benefits and Blue Shield hospitalization benefits, and excess medical benefits pursuant to the existing plan, and provided by the Borough of Mountain Lakes

at this time for all of its members, will be continued in effect for all members of the Mountain Lakes Police Department.

SECTION XI.

The cost of group life insurance in the amount of \$8,000.00 on each policeman will be borne by the Borough of Mountain Lakes and maintained by them.

SECTION XII.

The Borough of Mountain Lakes agrees to continue to pay the men on a bi-weekly basis ~~based~~ they have done in the past.

SECTION XIII.

Additional pay will be available through credits for education leading to a Baccalaureate Degree in Police Science. Maximum \$700.00. \$300.00 payable at the rate of \$75.00 per semester for the first two years. \$400.00 payable at the rate of \$100.00 per semester for the second two years.

SECTION XIV.

The negotiation for a contract for the year 1973 will begin by the parties exchanging proposals on October 1, 1972.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed and sealed the day and year above written.

ATTEST:

BOROUGH OF MOUNTAIN LAKES

By _____

MOUNTAIN LAKES POLICEMEN

By _____